

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.456 OF 2006

IN

SUMMARY SUIT NO.3304 OF 2005

M/s.Precision Electricals.

...Plaintiff.

vs.

M/s.Gyan Sales (India).

...Defendant.

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Mr.H.R.shetty i/b. M/s.H.R.Shetty & Co., for Plaintiff.

Mr.R.R.Arolkar, for Defendant.

**CORAM: D.K.DESHMUKH,J.**

**DATED: 9<sup>th</sup> January, 2007.**

**P.C.:-**

1. It is the case of the plaintiff that the goods were sold, supplied and delivered by the plaintiff to the defendant. But from the documents produced by the defendant on record as also the rejoinder filed by the plaintiff, it appears that there is substance in the case put up by the defendant that the defendant was acting as Clearing and Forwarding Agent of the plaintiff. In any case, it cannot be said that the

defendant has no defence to offer. I find that the defendant has substantial defence to offer. Therefore, the defendant is entitled to unconditional leave to defend the suit. The summons for judgment is disposed of. The defendant is granted unconditional leave to defend the suit. Written statement to be filed within Eight weeks from today.

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